

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Union Corrugating Company		12/12/2014	CORPORATION: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2683495	VALU-RIB	
<b>Registration Number:</b>	1927439	MASTERRIB	
<b>Registration Number:</b>	3957067	#1 FACTORY TRAINED METAL ROOFERS	
<b>Registration Number:</b>	3433296	YOUR ROOF. FOR LIFE.	
<b>Registration Number:</b>	4038922	UNION CORRUGATING COMPANY METALPRO CONTR	
<b>Registration Number:</b>	2486237	ADVANTAGE-LOK	
<b>Registration Number:</b>	4448366	METALPRO ELITE	
<b>Registration Number:</b>	4598898	MYMETALROOF	
<b>Registration Number:</b>	4207732	STONESHIELD	
<b>Registration Number:</b>	4222953	STONESHIELD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
		<b>TRADEMARK</b>	

OP \$265.00 2683495

<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998
<b>ATTORNEY DOCKET NUMBER:</b>	074658-14095
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	12/17/2014
<b>Total Attachments: 5</b> source=PNC-Union Intellectual Property Security Agreement#page1.tif source=PNC-Union Intellectual Property Security Agreement#page2.tif source=PNC-Union Intellectual Property Security Agreement#page3.tif source=PNC-Union Intellectual Property Security Agreement#page4.tif source=PNC-Union Intellectual Property Security Agreement#page5.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this 12th day of December, 2014, by UNION CORRUGATING COMPANY, a North Carolina corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Grantor (together with any Person joined thereto from time to time as a borrower, collectively the "Borrowers"), the lenders from time to time party thereto (the "Lenders"), and PNC Bank, National Association, as agent for Lenders ("Agent"), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "IP Collateral"), with power of sale to the extent permitted by law:

(a) all of Grantor's copyrights and copyright applications (collectively, "Copyrights"), all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor's patents and patent applications (collectively, "Patents"), all of the goodwill of the business connected with the use of, and symbolized by, each Patent, , including those referred to on Schedule 1 hereto;

(c) all of Grantor's trademarks, trademark applications, service marks, trade names, mask works (but excluding any intent-to-use trademark applications) (collectively, "Trademarks"), all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. RESERVED.

6. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

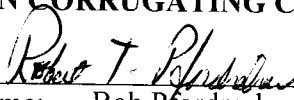
7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Agreement or any Other Document clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and permitted assigns.

*[signature page follows]*

The undersigned has executed this Agreement as of the day and year first above written.

**UNION CORRUGATING COMPANY**

By:   
Name: Bob Pfordresher  
Title: Chief Financial Officer

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

#	Grantor	Copyright	Serial/ Registration Number
1.	Union Corrugating Company	Installation Instructions for 5V	TXu 867-611
2.	Union Corrugating Company	Installation Instructions for MasterRib	TXu 867-610
3.	Union Corrugating Company	Fastener Guide	TXu 895-470
4.	Union Corrugating Company	Installation Instructions for 1 1/4" and 2 1/2" Corrugated Roofing and Siding	TXu 885-027
5.	Union Corrugating Company	Installation Instructions for R. Panel, PBR Panel and IR Panel	TXu 885-896
6.	Union Corrugating Company	Installation Instructions for Metal Roofing Shingles	TXu 884-597
7.	Union Corrugating Company	20' x 21' carport and multi-purpose Shelter: easy installation instructions	TXu 870-175

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

#	Grantor	Mark	Serial/ Registration Number
1.	Union Corrugating Company	VALU-RIB	2683495
2.	Union Corrugating Company	MASTERRIB	1927439
3.	Union Corrugating Company	#1 FACTORY TRAINED METAL ROOFERS & Design	3957067
4.	Union Corrugating Company	YOUR ROOF. FOR LIFE.	3433296
5.	Union Corrugating Company	UNION CORRUGATING COMPANY METAL PRO CONTRACTOR	4038922
6.	Union Corrugating Company	ADVANTAGE-LOK	2486237
7.	Union Corrugating Company	METAL PRO ELITE	4448366
8.	Union Corrugating Company	MY METAL ROOF	4598898

9.	Union Corrugating Company	STONESHIELD (mark)	4207732
10.	Union Corrugating Company	STONESHIELD (name)	4222953

[Intellectual Property Security Agreement (Union Corrugating Company)]  
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